

ADDENDUM #3 (DTD 06-01-09) SEE CHANGES TO BID OPENING DATE AND ATTACHMENT A PRICING (SCOPE OF WORK SUMMARY #2 – STRUCTURAL STEEL & FIREPROOFING - 05.12.00)

ADDENDUM #2 (DTD 05/28/09) ADDS QUESTION 4 TO QUESTION AND ANSWERS ON ADDENDUM #1

ADDENDUM #1 (DTD 05/22/09) SEE CHANGES TO SECTION 4.4.2, ATTACHMENT A PRICING PAGE, QUESTION AND ANSWERS AND ADDITIONAL INFORMATION SEE PAGE NUMBER 3 (Addendum #1)



NOTICE OF SOLICITATION

SERIAL 09046-S

INVITATION FOR BID FOR: MATERIALS TESTING

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **JUNE 2 09, 2009** to furnish the following services to Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 09046-S INVITATION FOR BID FOR MATERIALS TESTING."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6476
EMAIL: HINEGARDNERC@MAIL.MARICOPA.GOV

THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 2:00 P.M. ON TUESDAY MAY 19, 2009 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT FREEDOM ROOM, 401 WEST JEFFERSON STREET, PHOENIX, ARIZONA 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NOTICE OF SOLICITATION

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INVITATION FOR BID FOR: MATERIALS TESTING

1.0 INTENT

- 1.1 Maricopa County is soliciting bids from qualified Testing and Inspection Consultants to provide Special Inspections relating to soils testing, vibration monitoring, concrete materials testing, reinforcement welding, masonry materials, Precast Architectural Concrete, spray applied fire-proofing on structural steel, Special Structural Steel inspections, Modified Bituminous Membrane Roofing, Penetration Fire stopping and Fire Resistive Joint Systems for the County of Maricopa Downtown Court Tower, located at 101 West Madison Street, Phoenix, Arizona.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

The bid shall be divided into two testing categories: 1. Soils and Materials and 2. Structural Steel and Fireproofing.

A detailed description of each scope of work will accompany the pricing sheets (Attachment A).

The scope of services will be derived from review of the following Maricopa County Downtown Courts Tower documents that are posted with the Bid Solicitation at

<http://www.maricopa.gov/materials/advbd/advbd.asp>

- 2.1.1 Soils Report dated 12/31/08

- 2.1.2 GMP 3 Mass Excavation drawings 10% Bid Set dated January 15, 2009.

2.1.2.1 Specification Section 31 00 00 Earthwork dated November 26, 2008.

2.1.2.2 Specification Section 31 10 00 Site Clearing dated November 26, 2008.

2.1.2.3 Specification 31 50 00 Excavation Support and Protection Dated November 26, 2008.

- 2.1.3 100% Design Development drawings dated February 16, 2009 Volume 1 Site Improvements and Volume 2A Architectural Exterior Shell & Core.

- 2.1.4 100% Design Development specifications dated February 16, 2009 Division 1 and Volumes 1 and 2.

- 2.1.5 GMP 4 Permit Submittal drawings and specifications dated February 24, 2009 Volume 1 and Volume 2; Addendum No. 1 dated March 13, 2009 and addendum No. 2 dated April 14, 2009.

- 2.1.6 Early Procurement Package Drawings and Specifications dated April 14, 2009.

2.2 FACILITIES:

During the course of this Contract, the Consultant shall coordinate all work with Counties Construction Manager at Risk (CMR) Gilbane Construction Company who shall endeavour to provide the Consultant's personnel with adequate access to project site to perform the necessary

work and such other related accesses as may be required by Consultant to carry out its obligation enumerated herein.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Consultant shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.3 Payment shall be made to the Consultant by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Consultant shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.4 EFT payments to the routing and account numbers designated by the Consultant will include the details on the specific invoices that the payment covers. The Consultant is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX:

No tax shall be levied against labor. It is the responsibility of the Consultant to determine any and all taxes and include the same in proposal price.

2.5 DELIVERY:

It shall be the Consultant's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Consultant fails to make delivery and any price differential will be charged against the Consultant.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must

be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.3 INDEMNIFICATION:

- 3.3.1 To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Consultant's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Consultant, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Consultant may be legally liable.
- 3.3.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.3.3 The scope of this indemnification does not extend to the sole negligence of County.

3.4 INSURANCE:

- 3.4.1 Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.4.3 Consultant's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Consultant shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.4.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of County's right to insist on strict fulfillment of Consultant's obligations under this Contract.

- 3.4.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.4.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Consultant's work or service.
- 3.4.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.4.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work or services under this Contract.
- 3.4.11 Workers' Compensation:
- 3.4.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 3.4.11.2 Consultant waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract.
- 3.4.12 Errors and Omissions Insurance:
- Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Consultant, with limits of no less than \$1,000,000 for each claim.
- 3.4.13 Certificates of Insurance.
- 3.4.13.1 Prior to commencing work or services under this Contract, Consultant shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Consultant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.4.13.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Consultant’s work or services and as evidenced by annual Certificates of Insurance.

3.4.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 ORDERING AUTHORITY:

3.5.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.5.2 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.5.3 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.6 REQUIREMENTS CONTRACT:

3.6.1 Consultants signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Consultant awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Consultant but only for actual and documentable costs incurred by the Consultant due to and after issuance of the Purchase Order. The County will not reimburse the Consultant for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.6.3 Consultants agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Consultant specifically acknowledges to be bound by this cancellation policy.

3.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Consultant.

3.8 TERMINATION FOR DEFAULT:

If the Consultant fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Consultant has failed to remedy the problem after being forewarned.

3.9 TERMINATION BY THE COUNTY:

If the Consultant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Consultant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Consultant fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Consultant shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.11 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Consultant any amounts Consultant owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Consultant will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Consultant and the County.

3.13 SUBCONTRACTING:

- 3.13.1 The Consultant may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 3.13.2 The Sub-consultant's rate for the job shall not exceed that of the Prime Consultant's rate, as bid in the pricing section, unless the Prime Consultant is willing to absorb any higher rates. The Sub-consultant's invoice shall be invoiced directly to the Prime Consultant, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Sub-consultant's invoice must accompany the Prime Consultant's invoice.

3.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.15 RETENTION OF RECORDS:

The Consultant agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.16 ADEQUACY OF RECORDS:

If the Consultant's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Consultant shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.17 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Consultant in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Consultant by the amount of the disallowance or to require repayment of the disallowed amount by the Consultant forthwith issuing a check payable to Maricopa County.

3.18 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.20 RELATIONSHIPS:

In the performance of the services described herein, the Consultant shall act solely as an independent Consultant, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Consultant.

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.21.1 The undersigned (authorized official signing for the Consultant certifies to the best of his or her knowledge and belief, that the Consultant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.21.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.21.2.1 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.21.2.2 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.21.2.3 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.21.3 Should the Consultant not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.21.4 The Consultant agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with Sub-consultants) and in all solicitations for lower tier covered transactions related to this Contract.

3.22 ALTERNATIVE DISPUTE RESOLUTION:

3.22.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.22.1.1 Render a decision;

3.22.1.2 Notify the parties that the exhibits are available for retrieval; and

3.22.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.22.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.22.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.23.1 By entering into the Contract, the Consultant warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration

laws and regulations related to the immigration status of its employees. The Consultant shall obtain statements from its sub-consultants certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Consultant and its sub-consultants shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

- 3.23.2 The County may request verification of compliance for any Consultant or sub-consultant performing work under the Contract. Should the County suspect or find that the Consultant or any of its sub-consultants are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Consultant. All costs necessary to verify compliance are the responsibility of the Consultant.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 3.24.1 By entering into the Contract, the Consultant certifies it does not have scrutinized business operations in Sudan or Iran. The Consultant shall obtain statements from its sub-consultants certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.24.2 The County may request verification of compliance for any Consultant or sub-consultant performing work under the Contract. Should the County suspect or find that the Consultant or any of its sub-consultants are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Consultant. All costs necessary to verify compliance are the responsibility of the Consultant.

3.25 CONSULTANT LICENSE REQUIREMENT:

- 3.25.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Consultants, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Consultants requires for performance of the Contract.

4.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)

4.1 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476
(hinegardnerc@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.2 EVALUATION CRITERIA.

4.2.1 The evaluation of bids shall be based on, but will not be limited to, the following:

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.3 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

4.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

4.4.1 One (1) original hardcopy.

4.4.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.

4.4.2.1 Attachment A Scope of Work (PRICING)-Excel

4.4.2.2 Attachment B (AGREEMENT)-WORD

4.4.2.3 Attachment C (REFERENCES)-WORD

4.4.2.4 Other documents as required

4.4.2.4.1 **Signed Addendum face page**

4.4.2.4.2 **Documentation of Sub-Contractors**

4.4.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 09046 – S, MATERIALS TESTING

4.4.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

4.5 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

4.5.1 Mandatory: Bid is submitted as required in Section 4.4 above.

4.5.2 Mandatory: Attachment “A”, Scopes of Work Pricing is enclosed;

4.5.3 Mandatory: Attachment “B”, Agreement is enclosed; and

4.5.4 Mandatory: Attachment “C”, References is enclosed.

4.6 POST AWARD MEETING:

The Consultant shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY’S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO:

www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE THE ATTACHED FORMS TO SUBMIT THEIR BID.

**ATTACHMENT A
PRICING**

SERIAL 09046-S

NIGP COD191275/99236/98975

RESPONDENT NAME:

VENDOR NUMBER :

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

EMAIL ADDRESS:

WEB SITE:

REPRESENTATIVE:

REPRESENTATIVE E-MAIL:

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW
CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET

- | | | | |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> NET 31 DAYS | <input type="checkbox"/> NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> NET 31 DAYS | <input type="checkbox"/> NET 31 DAYS | <input type="checkbox"/> NET 31 DAYS |

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL
'2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL.
ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE
AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ATTACHMENT A
PRICING

1.0 PRICING:

Scope of Work Summary #1 - Soils & Materials Testing

Specification Section	Paragraph Testing Scope	Brief Description	Proposed Inspector / Technician	Test Qty/hours	Units *1	Unit Rate	Cost	Comments
Soils Report-dated 12/31/08	3.4	Provide equipment and monitoring of foundations at selected columns and core for potential settlement as the structure is constructed with monthly review of record information by soils engineer; issue reports and comments to design professional and Owner.			hours		\$0	
03 30 00 Cast-in-Place Concrete	3.15.A	Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports			hours		\$0	
	3.15.B.1	Inspect Steel Reinforcement placement			hours		\$0	
	3.15.B.2	Inspect Steel Reinforcement welding			hours		\$0	
	3.15.B.3	Inspect headed bolts and studs			hours		\$0	
	3.15.B.4	Inspection and verification of use of required design mixtures			hours		\$0	
	3.15.B.5	Inspect concrete placement, including conveying and depositing			hours		\$0	
	3.15.B.6	Inspect curing procedures and maintenance of curing temperature			hours		\$0	
	3.15.B.7	Inspection and verification of concrete strength before removal of shores and forms from beams and slabs			hours		\$0	
	3.15.C.	Perform concrete tests as outlined in paragraphs 1 through 15			tests		\$0	
	3.15.D	Measure floor and slab flatness at frequency noted			hours		\$0	
03 30 10 Cast-in-place Site Concrete	3.11.A	Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.			hours		\$0	
	3.11.B.1	Inspect Steel Reinforcement placement			hours		\$0	
	3.11.B.2	Inspect Steel Reinforcement welding			hours		\$0	
	3.11.B.3	Inspection and verification of use of required design mixture.			hours		\$0	
	3.11.B.4	Inspect concrete placement, including conveying and depositing			hours		\$0	
	3.11.B.5	Inspect curing procedures and maintenance of curing temperature			hours		\$0	
	3.11.B.6	Inspection and verification of concrete strength before removal of shores and forms from beams and slabs.			hours		\$0	
	3.11.C	Perform concrete tests as outlined in paragraphs 1 through 14			tests		\$0	

ATTACHMENT A
PRICING

03 33 00 Architectural Concrete	3.10.A	References back to section 03 30 10 paragraph 3.11 for Cast-in-place concrete for field quality control.			hours		\$0	
	3.11.B.1	Inspect Steel Reinforcement placement			hours		\$0	
	3.11.B.2	Inspect Steel Reinforcement welding			hours		\$0	
	3.11.B.3	Inspection and verification of use of required design mixture.			hours		\$0	
	3.11.B.4	Inspect concrete placement, including conveying and depositing			hours		\$0	
	3.11.B.5	Inspect curing procedures and maintenance of curing temperature			hours		\$0	
	3.11.B.6	Inspection and verification of concrete strength before removal of shores and forms from beams and slabs.			hours		\$0	
	3.11.C	Perform concrete tests as outlined in paragraphs 1 through 14			tests		\$0	
03 37 13 Shot Crete	1.5.D.1.a & b	Preconstruction Testing Service - Owner will engage a qualified independent testing agency to perform preconstruction testing and inspections as indicated for test panels.			hours		\$0	
	3.11.A	Owner will engage qualified independent testing agency to sample materials, visually grade cores, perform tests and submit reports during shotcreting.			hours		\$0	
	3.11.B	Air Content: 1-test for each compressive-strength test for each mix of air-entrained, wet-mix shotcrete measured before pumping.			test		\$0	
	3.11.C	Shotcrete Temperature: 1-test hourly when air temperature is 40-deg F and below and when 80-deg F and above, and 1 test for each set of compressive-strength specimens.			test		\$0	
	3.11.D.1 & 2	Test Panels: Make a test panel, reinforced as in structure, for each shotcrete mix and for each workday or for every 50 cu. yd. of shotcrete placed, whichever is less. Produce test panels in quantity and size defined with associated specimens.			test		\$0	
	3.11.E	In-Place Shotcrete: Take a set of 3 unreinforced cores for each mix and for each workday or for every 50 cu. yd. of shotcrete placed, whichever is less.			sets		\$0	
04 22 00 Concrete Unit Masonry	1.4.A	Preconstruction Testing Service: Owner will engage qualified independent testing agency to perform preconstruction testing indicated below.			hours		\$0	
	1.4.A.1	Concrete masonry unit test, for each type of unit required for compressive strength			tests		\$0	
	1.4.A.2	Mortar test for each mix required for compressive strength, water retention and air content.			tests		\$0	
	1.4.A.3	Grout test for compressive strength for each mix required.			tests		\$0	
	3.11.A - H	Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports.			hours		\$0	
31 20 00 Earth Moving	1.4.G	Provide materials test reports from qualified testing agency.			hours		\$0	
	3.21.A-F	Owner will engage a qualified special inspector to perform the field quality control measures outlined.			hours		\$0	
31 63 29 Drilled Piers	1.4.G	Provide materials test reports from qualified testing agency.			hours		\$0	

ATTACHMENT A

PRICING

	3.5.A-F	Owner will engage a qualified special inspector to perform the following special inspections for drilled piers, excavation, concrete and steel reinforcement welding			hours		\$0	
32 13 16 Decorative Concrete Paving	1.4.E	Provide materials test reports from qualified testing agency.			hours		\$0	
	3.10.A-E	Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports; samples, slump, air content, temperature, compression.			hours		\$0	
			Total fee =				\$0	

ATTACHMENT A
PRICING

Scope of Work Summary #2 - Structural Steel & Fireproofing

Specification Section	Paragraph Testing Scope	Brief Description	Proposed Inspector / Technician	Test Qty/hours	Units *1	Unit Rate	Cost	Comments
03 45 00 Precast Architectural Concrete	2.15.B	Owner will employ an independent testing agency to evaluate architectural precast concrete fabricator's quality-control and testing methods.			report		\$0	
	2.15.B.1	Allow Owner's testing agency access to materials storage areas, concrete production equipment, concrete placement and curing facilities. Cooperate with Owner's testing agency and provide samples of materials and concrete mixtures as may be requested for additional testing an evaluation.			hours		\$0	
	3.4.A.1	Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections an prepare reports: Erection of precast concrete members.			hours		\$0	
	3.4.C	Field welds will be subject to visual inspections an nondestructive testing. High-strength bolted connections will be subject to inspections.			hours		\$0	
05 12 00 Structural Steel Framing	3.5.A, B	Owner will engage a qualified independent testing and inspecting agency to inspect high-strength bolted connections. Bolted connections, pre-installation verification testing and inspection shall occur according to project specification. Provide written reports.			hours		\$0	
	3.5.A, C, D	Owner will engage a qualified independent testing and inspecting agency to inspect field welds.....connections according to project specifaicon. Provide written reports.			hours		\$0	
05 12 13 Architectural Exposed Structural Steel Framing	3.5.A	Field Connections: Owner will engage a qualified independent testing and inspecting agency to inspect as specified in Division 05 Structural Steel Framing.			hours		\$0	
05 31 00 Steel Decking	3.5.A, B and C	Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports. Field welds will be subject to inspection.			hours		\$0	
05 40 00 Cold-Formed Metal Framing	3.5.A, B and C	Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports. Field welds will be subject to inspection.			hours		\$0	
05 73 00 Decorative Metal Railings	3.8.A & B	Owner will engage qualified independent testing and inspecting agency to perform field test and inspections and prepare test reports.			hours		\$0	

ATTACHMENT A

PRICING

07 13 26 Self Adhering Sheet Waterproofing	1.5.F	Independent Waterproofing Inspector: Subject to Owner's approval, engage independent third party inspection firm. Principal of firm & inspector assigned to project shall be registered by the Roof Consultants Institute as Certified Professional Waterproofing Consultant, Certified Professional Roofing Consultant or Registered Roof Consultant or equivalent certification by othe nationally recognized organization.			hours		\$0
	3.7.A, B & C	Provide full-time quality control inspection of waterproofing work as work is performed. Notify CMR of non-conforming conditions, provide written reports, coordinate with manufacturer's technical personnel			hours		\$0
07 14 13 Hot Fluid-Applied Rubberized Asphalt Waterproofing	1.5.F	Independent Waterproofing Inspector: Subject to Owner's approval, engage independent third party inspection firm. Principal of firm & inspector assigned to project shall be registered by the Roof Consultants Institute as Certified Professional Waterproofing Consultant, Certified Professional Roofing Consultant or Registered Roof Consultant or equivalent certification by othe nationally recognized organization.			hours		\$0
	3.6	Provide full-time quality control inspection of waterproofing work as work is performed. Notify Architect & CMR of non-conforming conditions or installation procedures which are not consistent with specified requirements or will prevent installed waterproofing system from performing as specified; provide written reports to architect, CMR and Owner.			hours		\$0
07 52 16 SBS Modified Bituminous Membrane	3.11.A & B	Owner will engage a qualified testing agency to perform test and inspections and prepare test reports: take test specimens and repair areas where test cuts were made.			hours		\$0
07 81 00 Applied Fireproofing	1.5.C	Owner will secure testing to be done by qualified testing and inspecting agency			hours		\$0
	3.6.A, B and C	Special Inspection: specification not fully edited as to whom will perform; Owner will secure testing.			hours		\$0
07 84 13 Penetration Firestopping	3.5.A, B and C	Owner will engage a qualified testing agency to perform test and inspections. Coordination shall be per paragraph 1.6.C.			hours		\$0
07 84 46 Fire-Resistive Joint Systems	3.5.A, B and C	Owner will engage a qualified testing agency to perform tests and inspections.			hours		\$0
Notes			Total fee =				\$0
*1 Units shown in hours may be modified to "Number"							

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

☐ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA

DIRECTOR, MATERIALS MANAGEMENT

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES
AND
SMALL BUSINESS PROGRAM

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

QUESTIONS AND ANSWERS

QUESTIONS RECEIVED SUBSEQUENT TO THE MEETING AND THE ANSWERS

Q1: Provided that the pre-bid meeting was a mandatory meeting for interested parties, does this mean that prime contractors can only utilize sub-contractors who were present for the mandatory pre-bid meeting?

A: No. Any prime contractor responding to this solicitation shall have attended the mandatory pre-bid meeting. A prime contractor's sub-contractors need not have attended. The contractual agreement is between Maricopa County and the prime contractor(s).

Q2: In addition to providing Attachments A, B and C, can a separate cover letter with additional information be provided?

A: Exhibit A, the Scope of Work Summaries has a "Comments" column to the right of each task. Use this column to clarify, supplement or explain your response. During the pre-bid meeting I stated a separate sheet could be used to address sub-contractor (s) information.

Q3: Define the criteria for determination of responsibility.

A: Responsibility shall be as defined in each section of the project specification documents, soils reports and as noted on the construction drawings.

This was also discussed during the pre-bid meeting. Due diligence will be performed on the low bidder (s) to determine if they possess the staff, knowledge, equipment, and whatever else is determined necessary to perform the required services. In short, can a Respondent do what they say they can do?

Q4: It was pointed out at the pre-bid meeting that there is a discrepancy in the specification with regards to the sampling frequency for cast-in-place concrete.

A: It was a question that was asked and we requested the question be sent to you formally by email so a formal response could be placed in the addendum. I recommend we go with the more restrictive of the two options.

"Specification 03 30 00 Cast-In-Place Concrete Paragraph 3.15 (C)(1) states the frequency as a minimum of 1 set of tests for the first 25 CY and 1 set for every 50 CY thereafter."